

## EXHIBIT 2



CT14-5527  
Dixon

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

ALICIA MARQUIS and GARRETT  
KING,

Plaintiffs,

vs.

NORTH STAR MUTUAL INSURANCE  
COMPANY,

Defendant,

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Case No.

CJ - 2014-5527  
FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

OCT - 3 2014

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COME NOW the Plaintiffs, Alicia Marquis and Garrett King, and, for their causes of action against the Defendant, North Star Mutual Insurance Company, allege and state;

1. Plaintiffs are owed \$250,000.00 in uninsured motorist coverage available under Defendant's policy of insurance, number 000150756, as the result of harms and losses Plaintiffs sustained in a vehicle accident on November 21, 2012.

2. Plaintiffs made claims with Defendant under the policy and have otherwise complied with all conditions precedent to receiving the policy benefits.

3. Defendant has breached the insurance contract and the implied covenants of good faith and fair dealing, as a matter of standard business practice, in the following respects:

- a. denying Plaintiffs' claims by failing to make timely payments;
- b. failing and refusing to promptly pay benefits at a time when Defendant knew Plaintiffs were entitled to those benefits;
- c. failing to properly investigate Plaintiffs' claims;

- d. withholding payment of benefits to Plaintiffs knowing that Plaintiffs' claims for those benefits were valid;
- e. refusing to honor Plaintiffs' claims based on reasons contrary to the express provisions of the policy and Oklahoma law;
- f. refusing to honor Plaintiffs' claims by applying limitations not contained in the policy or supported by Oklahoma law;
- g. refusing to honor Plaintiffs' claims by knowingly misconstruing and misapplying provisions of the policy;
- h. forcing Plaintiffs to retain counsel and pursue litigation in order to secure benefits Defendant knew to be owing under the policy;
- i. refusing to honor the coverage Defendant knew it had promised to its insureds;
- j. intentionally misrepresenting the insurance coverages and limits to Plaintiffs;
- k. failing to fairly evaluate any investigation that was performed;
- l. acting in a manner inconsistent with universally recognized claim handling standards and Oklahoma law.

4. As a direct result of the above described wrongful acts and omissions by Defendant, Plaintiffs have suffered harms and losses.

5. Defendant's acts and omissions were willful and malicious or grossly reckless and wanton, and Plaintiffs are entitled to recover punitive damages.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$75,000.00 for compensatory damages and punitive damages, plus interest, costs, attorney fees, and for any other relief the Court deems to be equitable and just.



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**ATTORNEYS' LIEN CLAIMED**